

# EXHIBIT B



BROWN UDELL POMERANTZ & DELRAHIM, LTD.  
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October 26, 2018

**Via U.S. Mail & Electronic Mail**

Michael Helmstetter  
3419 South Parnell Ave.  
Chicago, Illinois 60616  
mikehelmstetter@hotmail.com

RE: ***Helmstetter v. Ruscitti, et al., Case No. 14CH20208 (the "Lawsuit")***

Dear Michael:

The purpose of this letter is to provide you and BROWN, UDELL, POMERANTZ & DELRAHIM, LTD ("BUPD") with a written memorandum of the terms and conditions under which, and the extent to which, we are undertaking to represent you in connection with your existing Lawsuit and claims (the "Claims") against Richard Ruscitti, Kingdom Chevrolet, Inc., and Western Avenue Nissan, Inc. (the "Defendants").

As you know, per your request, we have already spent some time in telephone conferences with you and investigating the Claims, as well as speaking with your former counsel, Mark Lyman, and a representative of Defendants, a number of which BUPD represented years ago. We understand that you are not happy with your current counsel, and we have agreed to represent you, as described below, in connection with the Claims.

As discussed, we will represent you with respect to the Claims on a hybrid/contingency basis, as outlined herein. If we are successful in negotiating a settlement on your behalf with the Defendants in excess of the most recent written offer of \$400,000.00, or if litigation is continued against the Defendants and there is any recovery on your part, including any settlement, our firm's fees shall, after payment of all Costs and Expenses (as defined below), be twenty one percent (21%) of (1) the total gross total dollar amount of any settlement reached between you and any of the Defendants or any related or affiliated party and (2) the total dollar amount of any judgment entered by a court-of-law, arbitrator, or mediator. In addition, you agree to pay BUPD a reduced hourly rate of \$250.00 per hour for any BUPD attorneys which BUPD assigns to this matter, **but only** if there is a recovery on your part, including any settlement reached between you and any of the Defendants or any related or affiliated party, in excess of \$400,000.00. This is almost a 50% discount off of our current shareholder rates of \$495.00 per hour, in recognition of the contingency portion of our fees. Our current non-shareholder partner hourly rates are \$425.00-\$475.00, and associate hourly rates are \$375.00-450.00.

You hereby agree that BUPD has the authority to settle the Lawsuit and Claims on your behalf in exchange for any amount in excess of \$2 million dollars.

→ ADD 1/2 (\$2,500,000.00)

Irrespective of whether the Claims are settled or continued litigation proves necessary, and irrespective of any outcome, you agree to reimburse our firm, on a monthly basis, for all out-of-pocket expenses and cost charges (including, without limitation, for photocopying, facsimile transmissions, express courier services, long-distance telephone calls, computerized research, travel, and other expenses and charges) which have already been incurred by our firm, or which are hereafter incurred by our firm, in representing you in connection with the Claims (collectively, the "Costs and Expenses"). Statements for Costs and Expenses

MSP  
[Signature]



will be sent to you on a monthly basis and all rendered statements are payable on receipt. If a client's bill remains unpaid for more than thirty (30) days from the billing date, a service charge of one and one-half percent (1.5%) is added each month to the unpaid balance.

A client has the right to terminate representation by this firm at any time, in which case we ask to be so advised in writing. On the other hand, we reserve the right to withdraw from representing a client in any matter if a client's account remains unpaid for thirty (30) days from the billing date, if a client has misrepresented or failed to disclose material facts to us, if a client chooses not to follow our advice, or if withdrawal is appropriate under the Rules of Professional Conduct. In any event, the client is responsible for the fees and costs to the date of termination or withdrawal, including any reduced hourly fees incurred, plus the above-referenced twenty one percent (21%) contingency fee.

If, at any time, you have questions concerning this statement or the above-referenced matters, please do not hesitate to contact me. **I remind you that in order to protect the confidentiality of both your communications with us and our advice to you under the attorney-client privilege, please do not divulge them to, or discuss them with, anyone else.**

If the foregoing meets with your approval, please date and sign this letter where indicated and return it to me by facsimile. For purposes of finalizing this letter agreement, any signed document, including this letter, transmitted by facsimile machine shall be treated in all manner and respects as an original document, and the signature of any party on such facsimile document shall be considered an original document and have the same force and effect as an original document. Please keep a signed copy of this letter for your files.

We look forward to working with you.

Very truly yours,

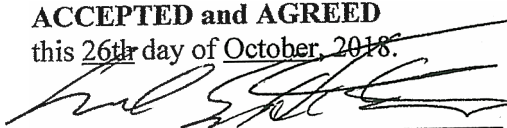
BROWN, UDELL, POMERANTZ & DELRAHIM, LTD.

By:

Shareholder

**ACCEPTED and AGREED**

this 26th day of October, 2018.

  
Michael Helmstetter